

Commonwealth of Virginia
Department of Mental Health, Mental Retardation
And Substance Abuse Services
Office of Administrative Services

SEALED INVITATION FOR BIDS
IFB# 720-07720-001

Issue Date: March 27, 2008
Issue Title: Vans, Refrigerated High Cube with Tailgate Lifts
Issuing Agency: Department of Mental Health, Mental Retardation
and Substance Abuse Services (DMHMRSAS),
Office of Administrative Services
P. O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: Multiple Delivery Locations

Sealed bids will be received for furnishing supplies described herein until:

Monday, April 21, 2008 at 11:00 A.M. Local Time

All inquiries for information should be directed to:

Dick Myers, VCO, Phone 804-786-6632
FAX 804-786-3827

Copies of this IFB may be obtained by accessing our web site at:
<http://www.dmhmrzas.virginia.gov/adm-RFPS.htm>.

Please return the FAX BACK response sheet (page 17) if you plan to respond to this IFB.

Pre-Proposal Conference: None Scheduled.

Questions regarding this IFB may be submitted by using the FAX BACK inquiry on Page 16.

Bid Delivery Information:

- **U. S. Mail** – Send directly to issuing agency at the P. O. Box address shown above.
- **Courier or Hand Delivered** – Deliver to Room 125, Jefferson Building, 1st Floor, 1220 Bank Street, Richmond, Virginia, 23219.

Envelopes should be marked with IFB number, opening date and time. If an IFB is not properly identified, the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified.

Note: It is the contractor's responsibility to assure that bids are received at the location indicated by the date and time above. This complete document with all attachments must accompany your bid, with all information and signataure(s) applied as required.

IN COMPLIANCE WITH THIS INVITATION FOR BIDS AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SUPPLIES IN ACCORDANCE WITH THE ATTACHED SIGNED BID.

Bidder Name and Address:

_____ **Date:** _____

_____ **By:** _____
(Signature in ink)

_____ **Name (Printed/Typed)**

Telephone No. _____

FAX No. _____

E-Mail Address: _____

Title: _____

FEI/FIN Number: _____

Contractor ___ DOES ___ DOES NOT consider his/her firm to be a minority business.
Contractor ___ IS ___ IS NOT certified as a minority business by the Virginia Department of Minority Business Enterprise.
Contractor ___ DOES ___ DOES NOT consider his/her firm to be a women-owned business.
Contractor ___ DOES ___ DOES NOT consider his/her firm to be a small business.

(Minority, Women-Owned and Small Businesses are encourage to submit proposals; however, this status does not influence award.)

1.0 PURPOSE:

The purpose and intent of this Invitation For Bid is to solicit formal sealed bids from qualified manufacturers and qualified authorized distributors to establish a contract(s) to fourteen (14) Refrigerated High Cube Vans with each equipped with a Tailgate Lift at facilities of the Department of Mental Health, Mental Retardation and Substance Abuse Services.

2.0 BACKGROUND:

These vehicles are used to transport food for the food service departments at a number of facility campuses. The vehicles shall be delivered to the locations listed below. .

Central Virginia Training Center located in Madison Heights VA, (4 each)

Northern Virginia Training Center located in Fairfax VA (2 each)

Southside Virginia Training Center located in Petersburg VA (4 each)

Southwestern Virginia Training Center located in Hillsville VA (2 each)

Western State Hospital located in Staunton VA (2 each)

3.0 SPECIFICATIONS:

See Attachment A for the complete specification.

4.0 GENERAL TERM AND CONDIUTIONS:

- 4.1 VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

The appeals and disputes procedures set forth in the DMHMRSAS Standard Administrative Practices and Procedures Manual, Chapter 5 – Contractual Services, are applicable to this contract until changed or revised by Departmental Instruction. Following posting or announcement of award, any Bidder may request a debriefing meeting in order to understand the basis for the award decision, and to have the opportunity to examine bids, award, bid tabulation sheets and all other materials, not identified as proprietary, relevant to the procurement process. A copy of this chapter is available for review in the Office of Administrative Services of the Contracting Agency.

- 4.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 4.3 ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based

organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 4.4 ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their (bids) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 4.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 4.6 DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 4.7 ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 4.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

4.9 CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

4.10 PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Ordering Agency purchase order. All invoices shall show the state contract number and purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods provided under this contract, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each

sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 4.11 PRECEDENCE OF TERMS: Paragraphs 4.1 through 4.24 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 4.12 QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 4.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 4.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 4.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the

procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- 4.16 **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 4.17 **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 4.18 **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
- 4.19 **TRANSPORTATION AND PACKAGING**: By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- 4.20 **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us).
- 4.21 **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4.22 **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.23 **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.state.va.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Business: 1%, capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

4.24 **Participation of Small Businesses and Businesses owned by Women and Minorities:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. Toward that end, the Commonwealth encourages contractors to provide for the participation of minority, women-owned and small businesses and businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities.

5.0 SPECIAL TERMS AND CONDITIONS:

5.1 **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

5.2 **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is

sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- 5.3 **AUTHORIZED BIDDERS:** Manufacturers are encouraged to bid direct, naming local authorized dealers who will fulfill orders and complete deliveries. Manufacturers bidding direct and naming authorized dealers are required to submit the following documentation:

A fully executed Authorized Dealer's Agreement To Be Bound By The Contract, for each authorized dealer (see Appendix C).

Manufacturer's authorized dealers may submit bids, however, to be considered a responsible Bidder, bidding authorized dealers are required to submit the following documentation:

A fully executed Manufacturer's Certification, for each manufacturer the Bidder represents in the bid. The certification shall be signed by a person duly authorized to bind the manufacturer (see Appendix B).

The Manufacturer's Certification shall guarantee that in the event of a failure of the authorized dealer to fulfill satisfactorily any contractual obligation, the manufacturer, upon request, shall either assume and discharge such obligations or provide for their being discharged by other authorized dealers under the same contract terms and conditions, including price.

- 5.4 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 5.5 **AWARD OF CONTRACT:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. In case of arithmetic error, the case price shall govern. If a cash discount for prompt payment is offered, it must be clearly written in the space provided for on price schedule page of this solicitation. Discounts for prompt payment shall not be considered in making the award(s). The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- 5.6 **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 5.7 **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- 5.8 **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5.9 **COMPLETE INFORMATION:** All bidders shall state manufacturer and order number of product offered and enclose complete and detailed specifications with bid for all products offered. This is

required even if quoting on the exact brand name as shown. Failure to do so may cause the bid to be considered as non-responsive.

- 5.10 **CONFIDENTIALITY:** The Contractor shall comply with privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with Contracting Agency client data considered to be Protected Health Information. The Contractor shall be expected, if requested by the Contracting Agency, to execute a HIPAA Business Associate Contract/Agreement.
- 5.11 **DELIVERY TIME:** Contractor shall deliver all vehicles within 90 calendar days of the receipt of a purchase order. Contractor, please indicate if this is agreeable: _____ YES, _____ NO. If not, please indicate the number of days to complete delivery, after receipt of the purchase order: _____ calendar days.
- 5.12 **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	
Street or Box Number	IFB November	
_____	_____	
City, State, Zip Code	IFB Title	

Name of Contract Officer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- 5.13 **METHOD OF PAYMENT:** Payment for goods received by Ordering Agencies shall be made within 30 days after receipt and approval of an accurate invoice. Invoices shall be submitted to the “*INVOICE TO*” address shown on the purchase order.
- 5.14 **UNIT PRICES:** Whenever the Invitation for Bids requests unit prices in a common denominator (dozen, each, etc.) and a bulk package price (case, carton, etc), and there is a conflict between the common denominator unit price and the bulk package price, the governing unit price will be determined by dividing the bulk package price by the respective unit quantity.
- 5.15 **WARRANTY (Commercial):** The contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

6.0 INSTRUCTIONS FOR BIDDING:

- 6.1 SUBMISSION OF QUESTIONS AND CLARIFICATION: If any prospective Bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective Bidder shall submit a written request in accordance with the General Terms And Conditions section 4.9 Clarification of Terms and the Submission Of Bid Document Questions on the Fax Back Bid Questions form provided in Appendix E.
- 6.2 SUMMARY OF BID SUBMISSION RESPONSE AND DOCUMENTS: Bidders shall submit one copy of the documents listed below to form a complete bid. Complete bids shall be delivered to the referenced address within the specified time and date. For the Bidders convenience the Invitation For Bid (IFB) containing all the documents that require input for purposes of bidding have been posted to the agency web page <http://www.dmhmsas.virginia.gov/>. All bid documents shall be completed legibly and signed where indicated. Bids should be organized in the order listed.

The complete Invitation For Bid (IFB) and any addenda thereto. Bidder input responses appear on the IFB page 2 Contractor Data Sheet.

Attachment A: Specification.

Appendix A: Pricing Schedule, referenced on the IFB cover page and Contractor Data Sheet.

Appendix B: Manufacturer Certification form, referenced in IFB Section 5.3 Authorized Bidders.

Manufacturer's Certification – Authorized Dealers (not manufacturers bidding direct) are required to submit a fully executed copy of this form for each manufacturer's product offered. Manufacturers bidding direct are not required to submit this form.

Appendix C: form and Participating Dealer Agreement(s), referenced in IFB Section 5.3 Authorized Bidders

Participating Dealer's Agreement To Be Bound By The Contract – Manufacturers bidding direct are required to submit a fully executed copy of this form for each Participating Dealer named to accept orders and complete deliveries. Authorized Dealers bidding direct are not required to submit this form.

Appendix D: Fax Back Bid Questions form

ATTACHMENT A SPECIFICATION

PROJECT CODE: 720-07720-001
REPLACE RETHERMALIZATION AND OTHER KITCHEN EQUIPMENT AT SEVEN (7) FACILITIES
STATEWIDE IN VIRGINIA

SECTION 11403 - FOOD SERVICE DISTRIBUTION VEHICLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes food service distribution vehicles indicated on attached schedule in Part 4.

1.2 DEFINITIONS

- A. Terminology Standard: Refer to NSF 2, "Food Equipment" or other applicable NSF standards for definitions of food service equipment and installation terms not otherwise defined in this Section or in other referenced standards.

1.3 SUBMITTALS

- A. Product Data: For each vehicle indicated. Include manufacturer's model number and accessories and requirements.
- B. Shop Drawings: For food service distribution vehicles. Include plans, elevations and sections in a minimum scale of 3/4" = 1'-0", roughing-in dimensions, fabrication details, and service requirements.
- C. Refrigeration System Piping Diagrams: Details of piping systems and differentiating between manufacturer-installed and field-installed piping.
- D. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for exposed products with color finishes.
- E. Samples for Verification: Of each type of exposed finish required, minimum 4-inch-square or 6-inch- long sections of linear shapes and of same thickness and material indicated for work. Where finishes involve normal color and texture variations, include Sample sets showing the full range of variations expected.
- F. Product Certificates: Signed by manufacturers of refrigeration systems or their authorized agents certifying that systems furnished comply with requirements and will maintain operating temperatures indicated in the areas or equipment that they will serve.
- G. Maintenance Data: Operation, maintenance, and parts data for food service equipment to include in the maintenance manuals specified in Division 1. Include a product schedule as follows:
- H. Refrigeration System Piping Diagrams: Details of piping systems and differentiating between manufacturer-installed and field-installed piping.

FOODSERVICE DISTRIBUTION VEHICLES
07008

11403 - 1

KINCAID ♦ BRYANT

APPENDIX A

PRICING SCHEDULE

Item	Description	
1.	Van, Refrigerated High Cube, with Tailgate Lift, per attached specification (Attachment A).	14 Each \$ _____ EA
		Grand Total \$ _____

Manufacturer: _____ Model Number: _____

APPENDIX B

MANUFACTURER'S CERTIFICATION

The undersigned manufacturer certifies that the dealer named below is authorized to sell our products within the Commonwealth of Virginia (Invitation For Bid **720-07720-001**) to the referenced Delivery Points. The undersigned manufacturer additionally certifies that in the event the dealer named below is awarded the Contract, we will furnish such dealer, subject to our normal business requirements, the materials listed in this bid, and if our franchise or connections with this dealer is altered or canceled, we will immediately notify the Commonwealth of Virginia - Department of Mental Health, Mental Retardation and Substance Abuse Services, Office of Administrative Services.

The undersigned manufacturer hereby guarantees that in the event of a failure of the dealer named below to fulfill satisfactory any contractual obligation, the undersigned manufacturer, upon request, will either assume and discharge such obligations or provide for their being discharged by other authorized dealers under the same contractual terms and conditions, including price.

This company provides this certification knowing and intending that the Commonwealth of Virginia will rely upon this certification when deciding whether or not to award a contract to the dealer named below. The individual signing this certification personally represents and warrants that they are duly authorized to sign this certification and to bind the company named to the obligation hereby entered into.

Manufacturer

Authorized Signature _____
Date _____
Name _____
Title _____
Company Name _____
Address _____
Address _____
City, State, Zip Code _____
Phone (including area code) _____
Fax (including area code) _____
e-mail address _____

Dealer

Authorized Signature _____
Date _____
Name _____
Title _____
Company Name _____
Address _____
Address _____
City, State, Zip Code _____
Phone (including area code) _____
Fax (including area code) _____
e-mail address _____

APPENDIX C

PARTICIPATING DEALER'S AGREEMENT TO BE BOUND BY THE CONTRACT

The undersigned Participating Dealer certifies that they are willing and able to provide sales of the products referenced within the Invitation For Bid (**720-07720-001**) and to deliver these products to the referenced Commonwealth of Virginia Delivery Points. In addition the undersigned Participating Dealer agrees to be bound by the contractual terms and conditions, including price, of the contract awarded between the Bidder named below and the Commonwealth of Virginia.

The undersigned Participating Dealer and Bidder provide this agreement knowing and intending that the Commonwealth of Virginia will rely upon this agreement when deciding whether or not to award a contract. The individual signing this agreement personally represents and warrants that they are duly authorized to sign this agreement and to bind the company named to the obligations hereby entered into.

Dealer

Authorized Signature _____
Date _____
Name _____
Title _____
Company Name _____
Address _____
Address _____
City, State, Zip Code _____
Phone (including area code) _____
Fax (including area code) _____
e-mail address _____

Bidder

Authorized Signature _____
Date _____
Name _____
Title _____
Phone (including area code) _____
Fax (including area code) _____
e-mail address _____

APPENDIX D

IFB# **720-07720-001**
Bidders to reproduce as needed
No Fax Cover Sheet Is Required

FAX BACK — BID QUESTIONS:

TO: Dick Myers, Office of Administrative Services
Virginia Dept. of Mental Health, Mental Retardation and Substance Abuse Services
PO BOX 1797
Richmond, Virginia 23218-1797
FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

Your Name: _____

Your Company: _____

Your e-mail Address: _____

Your Voice Phone: _____

Your FAX Phone: _____

NOTIFICATION OF INTEREST

No Fax Cover Sheet Is Required

FAX BACK:

Please Fax Back by: **April 7, 2008**

TO: Procurement Operations, Office of Administrative Services – Attention: Dick Myers
Virginia Dept. of Mental Health, Mental Retardation and Substance Abuse Services
Richmond, Virginia 23218

FAX TO: 804-786-3827

I am in receipt of the solicitation (IFB #720-07720-001) noted below and am considering submitting a proposal. If any addenda are issued to this solicitation prior to the opening date, please send a copy to the address shown below.

Individual/Company Name: _____

If Company - Person Responding: _____

Address: _____

City/State: _____ Zip Code: _____

Voice Phone: _____ Fax: _____

Cell Phone/Beeper (If Applicable): _____

E-Mail Address: _____